

Rights of Occupants Living in a Motel, Hotel, or Roominghouse



Legal Services of Greater Miami, Inc.

Tenants' Rights Project

Renters' Education and Advocacy Legal Lines (REAL)

<https://sites.google.com/site/reallsgmi>

www.lsgmi.org

WHAT IS *TRANSIENT* OCCUPANCY?

Transient occupancy occurs when it is a person's intention to occupy a transient establishment (i.e. a hotel, motel, or rooming house that rents rooms for short periods of time) on a temporary basis, normally less than 30 days.

It is assumed the occupancy is transient when the unit is not the sole residence of the guest. For example, if you already have a permanent address and you decide to rent a hotel room for a week, then you are presumed to be a transient occupant.

RIGHTS OF A TRANSIENT OCCUPANT

If you are a transient occupant, you have the right to stay in the unit provided that you pay the rental charges. Under Florida Statute § 509.401, the motel or hotel can recover possession of the unit if the occupant accumulates a large outstanding balance. This means that a hotel can lock you out for non-payment, without having to go through the court, so that you are forced to confront them and arrange for payment on the account. At all times during the lockout, the hotel must allow you to get any personal items that are essential to your health. Once you have paid, the hotel must give you unrestricted access to the unit.

Under Florida Statutes § 509.141 and 509.142, a hotel may refuse occupancy or seek removal of an occupant for **any** reason EXCEPT for those based on race, creed, color, sex, physical disability, or national origin. Any occupant who remains or attempts to remain in a transient establishment after being requested to leave is guilty of a misdemeanor of the second degree.

Note: If you feel that you have been discriminated against, you can file a discrimination complaint with the Florida Commission on Human Relations by calling 850-488-7082. The complaint must be received within 365 days of the discrimination. For more information, go to http://fchr.state.fl.us/complaints_1/public_accommodations.

WHAT IS *NON-TRANSIENT* OCCUPANCY?

Non-transient occupancy occurs when it is a person's intention to occupy a non-transient establishment (i.e. a hotel, motel, or roominghouse that rents rooms for long periods of time) on a permanent basis, normally more than 30 days.

It is assumed that, when the unit occupied is the sole residence of the guest, the occupancy is non-transient. For example, if you intend to stay at a hotel for at least 1 month and have nowhere else to live, then you are presumed to be a non-transient occupant.

RIGHTS OF A NON-TRANSIENT OCCUPANT

Non-transient occupants are protected by Chapter 83, Part II of the Florida Landlord and Tenant Act. And unlike transient occupants, the non-transient establishment must file a proper eviction with the County Court and win in order to remove an occupant. However, many hotels, motels, and roominghouses do not follow this law and will treat you as a guest and not a tenant.

The non-transient establishment cannot lock out an occupant, or turn off the electricity and water. Those are considered prohibited practices under Florida Statute § 83.67. However, if a non-transient establishment does those things anyway, an occupant can file a suit for damages or 3 times the rent, whichever is greater, plus attorneys' fees and costs. You should see our "What To Do If Your Landlord Locks You Out Or Shuts Off Your Utilities" brochure for more information.



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